

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:	)	Chapter 11
SMARTHOME VENTURES, LLC	)	
d/b/a PEPPER <sup>1</sup>	)	Case No. 24-11640 (TMH)
	)	
Debtor.	)	
	)	

**NOTICE OF CONTRACT PARTIES TO POTENTIALLY ASSUMED  
AND ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU OR ONE OF YOUR  
AFFILIATES IS OR MAY BE A COUNTERPARTY TO AN EXECUTORY  
CONTRACT OR UNEXPIRED LEASE WITH THE AS SET FORTH IN  
EXHIBIT A ATTACHED HERETO.**

**PLEASE TAKE NOTICE** that on September 16, 2024, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order [D.I. 106] (the “Bidding Procedures Order”)<sup>2</sup>, authorizing, among other things (i) the Chapter 11 Trustee to conduct an auction (the “Auction”) to select the party to purchase the Debtor’s assets and (ii) procedures to determine Cure Amounts and deadlines for objections to such amounts and the potential assumption and assignment of Assigned Contracts. The Auction will be governed by the bidding procedures approved pursuant to the Bidding Procedures Order (which are attached to the Bidding Procedures Order as 1, the “Bidding Procedures”).

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtor may assume and assign to the Successful Bidder the contracts, leases or agreements listed on Exhibit A upon approval of the Sale (collectively, the “Assigned Contracts”). The Debtor has conducted a review of their books and records and have determined that the cure amounts for unpaid monetary obligations under such Assigned Contracts are as set forth on Exhibit A attached hereto (the “Cure Amounts”).

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Amounts, object to a proposed assignment to the Stalking Horse Purchaser, if one has been selected, of any Assigned Contract, or object to the ability of the Stalking Horse Purchaser, if any, to provide adequate assurance of future performance with respect to any Assigned Contract,, your objection must: (i) be in writing; (ii) comply with the applicable provisions of the Bankruptcy Rules, Local Bankruptcy Rules, and any order governing the administration of this chapter 11 case;

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<sup>1</sup> The Debtor in this chapter 11 case, along with the last four digits of its federal tax identification number, is SmartHome Ventures, LLC (7570). The location of the Debtor’s headquarters is 7900 College Blvd., Suite 128, Overland Park, KS 66210.

<sup>2</sup> All capitalized terms used otherwise defined herein shall have the meaning ascribed to them in the Bidding Procedures Order.

(iii) state with specificity the nature of the objection and, if the objection pertains to the proposed Cure Amounts, state the correct cure amount alleged to be owed to the objecting Contract Counterparty, together with any applicable and appropriate documentation in support thereof; and (iv) be filed with the Court and served and **actually received no later than October 7, 2024 at 4:00 p.m.** (the “Cure Objection Deadline”) by the Court and the following parties (collectively, the “Objection Notice Parties”): (i) counsel for the Chapter 11 Trustee, William Sullivan, and William Hazeltine, Sullivan Hazeltine Allinson LLC, 919 North Market Street, Suite 420, Wilmington, DE or by email at bsullivan@sha-llc.com and whazeltine@sha-llc.com; (i) the Office of the United States Trustee, Jane M. Leamy, 844 King Street, Suite 2207, Lockbox 35, Wilmington, DE 19801 or by email at jane.m.leafy@usdoj.gov; (ii) counsel to Merkury (a) Leslie A. Berkoff, Moritt Hock & Hamroff LLP, 1407 Broadway, NY, NY 10018 or by email at lberkoff@moritthock.com and (b) Ericka F. Johnson, Bayard, P.A., 600 N. King Street, Suite 400, Wilmington, DE 19801 or by email at ejohnson@bayardlaw.com; (iii) counsel to Chapford (a) Robert Schmidt and Kenneth Chin, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, New York 10036 or by email at rschmidt@kramerlevin.com and kchin@kramerlevin.com and (b) Adam Landis and Matthew McGuire, Landis Rath & Cobb LLP, 919 Market Street, Suite 1800, Wilmington, Delaware 19801 or by email at landis@lrclaw.com and mcguire@lrclaw.com (the “Objection Notice Parties”). ”).

**PLEASE TAKE FURTHER NOTICE** that if you object to a proposed assignment of any Assigned Contract to the Stalking Horse Purchaser(s), if one or more is selected, or object to the ability of the Stalking Horse Purchaser to provide adequate assurance of future performance with respect to any Assigned Contract, your objection must be filed with the Court and served as to be actually received by the Objection Notice Parties no later than **October 11, 2024 at 4:00 p.m.**

**PLEASE TAKE FURTHER NOTICE** that if you object to a proposed assignment of any Assigned Contract to any Bidder that is not the Stalking Horse Purchaser, if one is selected, or object to the ability of any Bidder other than the Stalking Horse Purchaser to provide adequate assurance of future performance with respect to any Assigned Contract, you may make your objection **at the Sale Hearing** (the “Non-Stalking Horse Adequate Assurance Objection Deadline”).

**PLEASE TAKE FURTHER NOTICE** that for the avoidance of doubt, all objections to the proposed Cure Amount(s) identified on Exhibit A hereto must be filed with the Court and served as to be actually received by the Objection Notice Parties no later than **October 7, 2024 at 4:00 p.m.**

**PLEASE TAKE FURTHER NOTICE** that the Sale Hearing to consider approval of the sale of the Assets, free and clear of liens, claims, encumbrances and interests pursuant to Bankruptcy Code section 363(b) and (f) and the assumption and assignment of the Assigned Contracts shall be held before the Honorable Thomas M. Horan, United States Bankruptcy Judge for the District of Delaware, at the Bankruptcy Court, 824 N. Market Street Wilmington, Delaware 19081 on **October 22, 2024 at 11:00 a.m.** The Sale Hearing may be adjourned from time without further notice to creditors or other interested parties other than by announcement of the adjournment in open court or by notice filed on the docket of the Debtor’s Chapter 11 case.

**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Amount(s), (b) the proposed assignment and assumption of any Assigned Contract, or (c) adequate assurance of the Successful Bidder's ability to perform is filed by the Cure Objection Deadline or the Non-Stalking Horse Adequate Assurance Objection Deadline, as applicable, then (i) you will be deemed to have stipulated that the Cure Amounts as determined by the Chapter 11 Trustee and as identified on Exhibit A hereto are correct, (ii) you may be forever barred, estopped, and enjoined from asserting any additional cure amount under the proposed Assigned Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

**PLEASE TAKE FURTHER NOTICE** that any objection to the proposed assumption and assignment of an Assigned Contract or related Cure Amounts in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing, shall be heard at a later date as may be fixed by the Court and/or agreed by the Chapter 11 Trustee, the applicable counterparty and the Successful Bidder.

**PLEASE TAKE FURTHER NOTICE** that copies of any pleadings referenced above may be inspected in the Office of the Clerk of the Bankruptcy Court during normal business hours or downloaded from the Bankruptcy Court's website at [www.deb.uscourts.gov](http://www.deb.uscourts.gov). Please note that prior registration with the PACER Service Center and payment of a fee may be required to access such documents through the Bankruptcy Court's website. Parties in interest may sign up for a PACER account by visiting the PACER website at <http://pacer.psc.uscourts.gov> or by calling (800) 676-6856. Requests for copies of the pleadings and further information may also be made to counsel for the Chapter 11 Trustee at the telephone number and address listed below.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Assigned Contract on Exhibit A hereto does not require or guarantee that such Assigned Contract will be assumed by the Debtor at any time or assumed and assigned, and all rights of the Debtor and the Successful Bidder with respect to such Assigned Contracts are reserved. Moreover, the Debtor explicitly reserves his rights, in their reasonable discretion, to seek to reject or assume any Assigned Contract pursuant to section 365(a) of the Bankruptcy Code and in accordance with the procedures allowing the Chapter 11 Trustee and/or the Successful Bidder, as applicable, to designate any Assigned Contract as either rejected or assumed on a post-closing basis.

Date: September 18, 2024  
Wilmington, Delaware

**SULLIVAN HAZELTINE ALLINSON LLC**

/s/ William A. Hazeltine

William D. Sullivan (No. 2820)  
William A. Hazeltine (No. 3294)  
919 North Market Street, Suite 420  
Wilmington, DE 19801  
Tel: (302) 428-8191  
Email: [bsullivan@sha-llc.com](mailto:bsullivan@sha-llc.com)  
[whazeltine@sha-llc.com](mailto:whazeltine@sha-llc.com)

*Proposed Counsel for Chapter 11 Trustee*

# **EXHIBIT A**

**NOTICE OF CONTRACT PARTIES TO POTENTIALLY ASSUMED  
AND ASSIGNED EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

<b>Creditor / Contractor</b>	<b>Street</b>	<b>City</b>	<b>State</b>	<b>Zip</b>	<b>Location</b>	<b>Contract Description</b>	<b>Cure Amount</b>
27Global	4001 W 114th StreetSuite 105	Leawood	KS	66211	USA	Software development of Merkury	\$1,028,582.35
60Nrth	1712 NE 17th Way	Fort Lauderdale	FL	33305	USA	Marketing for Notion services	\$40,300.00
Aligned Technology Group	702 Oberlin RdSte220	Raleigh	NC	27605	USA	AWS Reseller - cloud storage and hosting	\$931,971.11
Allegra	16200 E. 2nd Ave Unit 100	Aurora	CO	80011	USA	Marketing	\$580.52
Amazon Web Services, Inc	PO Box 84023	Seattle	WA	98124	USA	Cloud storage and hosting provider	\$293,434.70
Apollo Tech USA Inc	1661 Fairplex Dr	La Verne	CA	91750	USA	Revenue sharing agreement	\$40,466.64
Apptentive/Alchemer	168 Centennial Pkwy Ste 250	Louisville	CO	80027	USA	App Rating Management	\$35,690.80
Arbemi	1 Avlonos Street, Maria House	Nicosia	Cyprus	—	Cyprus	Contractor - platform operations	\$96,278.00
argodesign, LLC	2901 S 1st StreetSuite 200	Austin	TX	78704	USA	Design and development services	\$4,393,593.00
Asteelflash Suzhou	No. 8 Gu Tang Road	Wujiang, Jiangsu	Wujiang	215200	China	Contract manufacturer of Notion	\$2,179,344.36
Binyamin Efraimov	Mavo Ahermon 2/14	Kiryat Gat	HaDarom	8202859	Israel	Contractor - platform operations	\$25,425.00
BKD/Forvis	1201 Walnut St Suite 1700	Kansas City	MO	64106	USA	Professional Services--Accounting	\$61,267.00
Browser Stack	4512 Legacy Dr, Suite 100	Plano	TX	75024	USA	Mobile testing platform	\$0.00
CleverTap	607 W Dana StSuite A	Mountain View	CA	94041	USA	User Experience Mapping	\$26,262.00
Code LLC	PO Box 4210	Portsmouth	NH	3802	USA	Employee recruiting services	\$45,000.00
Communication Graphics	1787 Sentry Parkway West Bldg. 16, Ste. 240	Blue Bell	PA	19422	USA	Notion packaging supplies	\$1,257.32
ComSource Consulting	14052 Hayes St	Overland Park	KS	66221	USA	Employee recruiting services	\$136,590.00
Creative Capsule LLC	10875 Benson DrSuite 275	Overland Park	KS	66210	USA	Software development of Merkury	\$195,035.00
Crosshair Cyber	6803 Brimstone Ln	Fairfax Station	VA	22039	USA	Cyber Security	\$5,000.00
D3 Consulting	4801 NE 71st St	Seattle	WA	98115	USA	Cyber Security	\$5,000.00
Dark3, Inc	2308 Mt Vernon Avenue#756	Alexandria	VA	22301	USA	Cyber Security	\$5,000.00
DCL Logistics	4455 E. Philadelphia St	Ontario	CA	91761	USA	3PL provider for Notion products	\$45,078.74
Digital Tech US	66 White Street STE 501	New York	NY	10013	USA	Harware Testing	\$16,815.00
Douglas Lunenfeld	727 Anderson Avenue	Rockville	MD	20850	USA	Professional Services Outside	\$10,000.00
Hovey Williams	10801 Mastin BlvdSuite 100084 Corporate Woods	Overland Park	KS	66210	USA	Professional Services-IP Attorney	\$3,404.50
IFTTT	923 Market St, Ste 400	San Francisco	CA		USA	Platform Standards	\$5,000.00
Ipacesettters	12902 E 51st Street	Tulsa	OK	74134	USA	Outbound Calling firm	\$30,159.05
Jumpcloud	361 Centennial PkwySuite 300	Louisville	CO	80027	USA	Platform operations software	\$3,801.84
Keyhole Software	11205 W 79th St	Lenexa	KS	66214	USA	Software development of Merkury	\$17,955.00
Leedarson Lighting, LTD	Level 54 Hopewell Centre183 Queen's Road East HK	Hong Kong	—	—	China	Hardware samples	\$11,900.00
LogininRadius *	815 West Hastings St, Suite 801	Vancouver	BC	V6C 1B4	Canada	Account Management Platform	\$24,112.00
MackRo Consulting LTD	63 Stewart Dr	Guelph	Ontario		Canada	Contractor - platform operations	\$23,520.00
Merkury Innovations, LLC	45 BroadwaySuite 350	New York	NY	10006	USA	Revenue sharing agreement	\$84,804.52
Mongo DB Inc	PO Box 894365	Los Angeles	CA	90189-4365	USA	Platform data base services	\$49,663.55
Moonshot	9800 Metcalf Ave	Overland Park	KS	66212	USA	Software development of Merkury	\$72,020.00

Creditor / Contractor	Street	City	State	Zip	Location	Contract Description	Cure Amount
New Relic	188 Spear StSuite 1200	San Francisco	CA	94105	USA	Operations software for Notion	\$67,424.32
Night Owl	4720 Radio Rd	Naples	FL	34104	USA	Customer - Similar to Merkury	\$0.00
Noonlight	911 Washington Ave	Saint Louis	MO	63101	USA	Enhanced 911 Service	\$35,100.00
Omni Logistics LLC	3200 Olympus Blvd, Ste 300	Dallas	TX	75019	USA	3PL provider for Notion products	\$70,511.10
Recurly	400 Alabama St, Suite 202	San Francisco	CA	94110	USA	Subscription Management Company	\$0.00
Salesforce	415 Mission Street	San Francisco	CA	94105	USA	Sales lead management	\$1,695.38
Sally Staley	2927 W Sitka St	Olathe	KS	66061	USA	Contractor - platform operations	\$24,516.25
SendGrid	101 Spear St	San Francisco	CA		USA	Customer Communiation Manager	\$17,122.28
Snowflake	1700 Broadway, 14th Floor,	Denver	CO	80203	USA	Platform operations software	\$0.00
Udemy, Inc	PO Box 734229	Chicago	IL	60673	USA	On Line Training	\$41,534.45
Viagio Technologies	9237 Ward ParkwaySte 300	Kansas City	MO	64114	USA	Software development of Merkury	\$1,584,311.79
Volansys	7th Floor, A-Wing, Safal Profitaire, Corporate Rd	Prahaladnagar	Ahmedabad	380015	India	Harware Testing	\$18,780.00
warneke	4500 Joliet Street	Denver	CO	80239	USA	Notion packaging supplies	\$3,881.90
Zebulon Solutions, LLC	1822 SkywayUnit A	Longmont	CO	80504	USA	Product testing for Notion	\$27,008.63
ZIV, LLC	9290 Bond Street#207	Overland Park	KS	66214	USA	Website Hosting	\$180.00